



METROPOLITAN
TRANSPORTATION
COMMISSION

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February 1, 2010

REQUEST FOR PROPOSALS (RFP)

For

**Hosted Employee Performance Evaluation/Management Software
Letter of Invitation**

Dear Contractor:

The Metropolitan Transportation Commission (MTC) invites you to submit a proposal to provide hosted employee performance evaluation/management software services and support. The resulting contract will cover the period from April 12, 2010 through April 30, 2011 and may be renewed at MTC's option for three additional one-year periods, subject to approval of future budgets.

This letter, together with its enclosures, comprises the Request for Proposal (RFP) for this project. Interested proposers may download a copy of the RFP from MTC's website at <http://www.mtc.ca.gov/jobs/>. Responses should be submitted in accordance with the instructions set forth in this RFP.

Notice of Addenda and Requests for Exception

Any addenda to this RFP that may be issued by MTC will be posted at <http://www.mtc.ca.gov/jobs/>; it is the proposer's responsibility to check for addenda to this RFP and comply with new or revised requirements that may be stated therein.

Requests for clarification or exception to RFP provisions must be received no later than 4:00 p.m., Monday, February 22, 2010 to guarantee consideration.

Proposal Due Date

Interested Contractors must submit one (1) original, and four (4) hard copies of their proposal by 4:00 p.m., March 5, 2010. ***Proposals received after that date and time will not be considered.*** A submitted proposal shall be considered a firm offer to enter into a contract for a period of ninety (90) days from the date of submittal.

MTC Point of Contact

Proposals and all inquiries relating to this RFP shall be submitted to the Project Manager at the address shown below. For telephone inquiries, call (510) 817-5740; fax: (510) 817-5848. E-mail inquiries may be directed to rjames@mtc.ca.gov.

Scott Haggerty, Chair
Alameda County

Adrienne J. Tissier, Vice Chair
San Mateo County

Tom Azunbrado
U.S. Department of Housing
and Urban Development

Tom Bates
Cities of Alameda County

Dean J. Chu
Cities of Santa Clara County

Dave Cortese
Association of Bay Area Governments

Chris Daly
City and County of San Francisco

Bill Dodd
Napa County and Cities

Dorene M. Giucopini
U.S. Department of Transportation

Federal D. Glover
Contra Costa County

Anne W. Halsted
San Francisco Bay Conservation
and Development Commission

Steve Kinsey
Marin County and Cities

Sue Lempert
Cities of San Mateo County

Jake Mackenzie
Sonoma County and Cities

Jon Rubin
San Francisco Mayor's Appointee

Bijan Sartipi
State Business, Transportation
and Housing Agency

James P. Sperring
Solano County and Cities

Amy Rein Worth
Cities of Contra Costa County

Ken Yeager
Santa Clara County

Steve Heminger
Executive Director

Ann Flemer
Deputy Executive Director, Policy

Andrew B. Frenier
Deputy Executive Director, Operations

Robin James, Project Manager
Metropolitan Transportation Commission
Joseph P. Bort Metro Center
101 Eighth Street
Oakland, CA 94607-4700

Background

The Metropolitan Transportation Commission (MTC) serves as the transportation planning, coordinating and financing agency for the nine-county San Francisco Bay Area. MTC has a staff of 170 full time employees and 30 contract/temporary staff headed by an Executive Director, two deputy executive directors, a General Counsel, a Chief Financial Officer, and seven section directors. The staff comprises professional transportation planner/analysts, program coordinators and project managers, public information outreach, legislative analysts, accountants, financial analysts, human resources personnel, IT and systems specialists; and an administrative support group of GIS, graphics designers, building maintenance, general services, and administrative assistants.

Existing Performance Evaluation (PE) Process

MTC's existing performance review process includes evaluating: 1) probationary employees at specific timeframes; 2) regular full-time staff annually on their anniversary dates; and 3) and all employees as-needed for corrective performance evaluations. The PE form is a Microsoft Word document prepared by the immediate supervisor and currently reviewed by the Section Director, Human Resources, and the Deputy Executive Director prior to discussion with the employee. Human Resources manually sends email reminder notifications to the employee and supervisor, manually tracks PE status, and creates reports for Management review.

The existing PE form (see Appendix A-2) includes the following sections: 1) current workplan for the review period; 2) employee self assessment; 3) evaluation of performance factors (core competencies); 4) evaluation of work plan objectives (projects/tasks/deliverables); and 5) an overall performance rating and comments. For any area rated at "Needs Improvement" or below, a performance improvement plan is included. The form also includes a training and development section and a Workplan for the upcoming review period. The employee has the option to provide additional written comments once the review is presented by the supervisor. Employees may receive a merit increase/salary adjustment based on the overall PE rating.

Proposed Change to a Performance Management (PM) Process

Selection of an employee performance evaluation and management software solution is one step towards an overall organizational shift towards a performance management program that emphasizes performance excellence and provides positive support for MTC to meet its organizational initiatives and goals through:

- Clearly defining performance SMART (Specific, Measurable, Attainable, Result-focused, Time-oriented) goals that outline what is expected of the employee during the review period;
- Establishing organizational and job-related competencies that benchmark the skills, knowledge, and behavior characteristics that are key to the employee's success;
- Providing an avenue for purposeful coaching and mentoring, and on employee professional development;
- Conducting performance evaluations that identify both strengths and development areas; and
- Facilitating professional development, leadership development, and succession planning.

Proposers' Conference and Questions

A Proposers' conference will be held on **Wednesday, February 17, 2010 at 11:00 a.m.** in the Fishbowl Conference Room, at the MTC offices, located at 101 8th Street, Oakland, CA 94607. If you can not attend in person, you may call into the proposers' conference. Please contact the MTC Project Manager for the conference call phone number and pass-code.

Scope of Work, Budget and Schedule

The *Scope of Work*, Appendix A, the *Functional and Technical Requirements*, Appendix A-1, and a copy of the current *Performance Evaluation* form, Appendix A-2, are attached to this RFP.

The budget for this project has not been established. The term of this contract will extend from April 12, 2010 through April 30, 2011. At MTC's sole option, this contract may be extended for three additional one-year periods, subject to approval of future budgets.

Form of Statement of Proposal

Sections that must be included in each Proposal are described below. In furtherance of MTC's resource conservation policy, proposers are asked to print proposals back to back and are encouraged to use recycled paper for all proposals and reports.

1. A transmittal letter signed by an official authorized to solicit business and enter into contracts for the firm. The transmittal letter should refer to this RFP by title and date and should include the name and telephone number of a contact person and a statement that the proposal is a firm offer to enter into a contract with MTC according to the terms of this RFP.
2. Provide a brief overview of your company and product highlights, including how long the company has been in business, how long the proposed software system has been in production, and the total number of current installations and users, including a list of California public sector/government agencies currently utilizing your products, including the number of end users. Provide resumes for the account executive(s), project manager, or other staff who will be assigned to this project and their areas of responsibility (i.e. sales, implementation, technical service).
3. A completed and signed Appendix B, Price Proposal Form.

4. Appendix B-1, Software Information. Provide written responses to the questions/specifications.
5. Appendix B-2, References. Provide three (3) public sector/government agencies where the software solution has been implemented. References should include contact information and the name of the project or projects done by the Contractor for that client.
6. A completed and signed California Levine Act statement (*Appendix C*).
7. A completed and signed Insurance Provisions document (*Appendix D-1*).

Proposal Evaluation

The Project Manager, in consultation with the MTC Office of General Counsel, will conduct an initial review of the proposals for general responsiveness. Any proposal that does not include enough information to permit the evaluators to rate the proposal in any one of the evaluation factors listed below will be considered non-responsive. A proposal that fails to include one or more items requested in Form of Proposal, may be considered complete and generally responsive, if evaluation in every criterion is possible. Responsive proposals will then be evaluated by a panel, based on the following evaluation factors, listed in descending order of importance:

- Functionality of the proposed software
- Cost
- References

Following this evaluation, the panel may elect to recommend award to a particular proposal, with or without interviews, or identify a “short list” of proposers with a reasonable likelihood of being awarded the contract with which to enter into for discussions, as described below. References may be checked for one or more of such short-listed proposers prior to final evaluation.

MTC reserves the right to not convene discussions and to make an award on the basis of written proposals, alone. Further, MTC reserves the right to accept or reject any and all submitted proposals, to waive minor irregularities, and to request additional information from the proposers at any stage of the evaluation.

Proposer Discussions and Best and Final Offers

The purpose of discussions, if held, will be to identify specific deficiencies and weaknesses in each short-listed proposal and to provide the proposer with the opportunity to consider possible approaches to alleviating or eliminating them. These deficiencies or weaknesses may include such things as technical issues, software functionality, or cost. Discussions may take place through written correspondence and/or during face-to-face interviews. The proposer’s Project Manager, as well as other key personnel identified by the evaluation panel, will be expected to participate in any discussions.

A proposer on the “short list” invited to participate in face-to-face discussions will also be expected to provide a presentation limited to 20 minutes consisting of a demonstration of the proposed software functionality.

Following the discussions, MTC will give the proposers on the “short list” the opportunity to revise their written proposals to address the concerns raised during discussions through issuance of a Request for Best and Final Offer (BAFO). A proposer shall be prepared to submit its BAFO in accordance with the procurement schedule in the letter of invitation. Following receipt of the BAFO, the evaluation panel will re-evaluate the proposals, as revised, against the evaluation criteria. The evaluation panel will then recommend a proposer to the Executive Director for approval.

Contractor Selection Timetable

Wednesday, February 17, 2010, 11:00 a.m.	Proposers Conference in the Fishbowl Conference Room
Monday, February 22, 2010, 4:00 p.m.	Requests for Clarification, Exception or modification of RFP provisions
Friday, February 26, 2010, 4:00 p.m.	Objections to RFP Provisions
4:00 p.m., March 5, 2010	Proposals Due
Week of March 15, 2010	Discussions (if necessary)
March 22, 2010 (approximate)	Request for BAFO (if necessary)
April 12, 2010 (approximate)	Execution of Contract

Selection Disputes

A proposer may object to a provision of the RFP on the grounds that it is arbitrary, biased, or unduly restrictive, or to the selection of a particular Contractor on the grounds that MTC procedures, the provisions of the RFP or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied by submitting to the MTC Project Manager a written explanation of the basis for the protest:

1. No later than three (3) working days prior to the date proposals are due, for objections to RFP provisions; or
2. No later than three (3) working days after the date the proposer is notified that it was found to be non-responsive or failed to meet minimum qualifications; or
3. No later than three (3) working days after the date on which the contract is authorized or the date the firm is notified that it was not selected, whichever is later, for objections to Contractor selection.

Except with regard to initial determinations of non-responsiveness, the evaluation record shall remain confidential until the MTC Executive Director authorizes the award.

The MTC Section Manager responsible for the procurement will respond to the protest in

writing, based on the recommendation of a staff review officer. Authorization to award a contract to a particular Contractor shall be deemed conditional until the expiration of the protest period or, if a protest is filed, the issuance of a written response to the protest by the MTC Section Manager.

Should the Proposer wish to appeal the decision of the MTC Section Manager it may file a written appeal with the MTC Executive Director, no less than three (3) working days after receipt of the written response from the Section Manager. The Executive Director's decision will be the final agency decision.

General Conditions

MTC will not reimburse any proposer for costs related to preparing and submitting a Proposal. Materials submitted by proposers are subject to public inspection under the California Public Records Act (Government Code § 6250 *et seq.*).

MTC reserves the right in its sole discretion not to enter into any contract as a result of this RFP. Any award made will be to the Contractor whose proposal is most advantageous to MTC based on the evaluation criteria outlined above.

A synopsis of MTC's contract provisions is enclosed for your reference as *Appendix D*. If a Contractor wishes to propose a change to any standard MTC contract provision, the provision and the proposed alternative language must be submitted by the deadline specified above for requests for exception. If no such change is requested, the Contractor will be deemed to accept MTC's standard contract provisions based on its submission of a proposal.

The selected Contractor will be required to maintain insurance coverage, during the term of the contract, at the levels described in *Appendix D-1*. Each policy or policies shall include MTC, as additional insureds and an endorsement providing that such insurance is primary insurance and no insurance of MTC will be called on to contribute to a loss. Contractor agrees to provide the required certificates of insurance providing verification of the minimum insurance requirements listed in *Appendix D-1, Insurance Requirements* within five (5) days of MTC's notice to firm that it is the successful proposer. Requests to change MTC's insurance requirements must be brought to MTC's attention no later than the date for requesting exceptions to RFP provisions. If such objections are not brought to MTC's attention by that deadline, compliance with the insurance requirements will be assumed.

The selected Contractor will be required to indemnify, defend and hold harmless MTC as described in *Appendix D*.

Authority to Commit MTC

Based on the recommendation of the evaluation panel, the MTC Project Manager will recommend a Contractor to the Executive Director, who will commit MTC to the expenditure of funds in connection with this RFP.

We appreciate your interest in this RFP and look forward to receiving your proposals.

Thank you for your interest.

Sincerely,

A handwritten signature in black ink, appearing to read 'Steve Heminger', with a long, sweeping horizontal stroke extending to the right.

Steve Heminger
Executive Director

SH:DR

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APPENDIX A SCOPE OF WORK

I. SOFTWARE REQUIREMENTS*

At a minimum, the proposed fully integrated solution must include the following components:

- Performance Planning/Workplan Development: ability to define a Workplan that includes projects, tasks, deliverables, and to establish core competencies, performance expectations and learning objectives for the review period;
- Competency Library/Management: ability to select and modify core competencies (skills, attributes, traits and behaviors for performance success) from a pre-defined library;
- Performance Appraisal: ability to document performance throughout the review period, capturing journal notes; evaluate, rate and provide written feedback on performance; develop a performance improvement plan for any areas identified as needing improvement; and
- Learning Management: ability to establish training and development plans and to document achievement.

*See Appendix A-1, *Functional and Technical Specifications*, for a detailed list of the required functionality of the software services.

II. OPTIONAL FEATURES

These options are highly desired, but not required:

- Succession Planning: ability to identify employees based on competencies, readiness and potential to advance.
- Compensation Management: ability to calculate the financial impact of merit increases or salary adjustment, based on MTC's salary table; and

APPENDIX A-1 FUNCTIONAL AND TECHNICAL REQUIREMENTS

FEATURE	REQUIRED FUNCTIONALITY
Software	<ol style="list-style-type: none"> 1. On-demand “software as service” designed for Internet-hosted delivery. 2. Access by end user shall be 24/7 through MTC’s internal network via Internet browsers (Mozilla Firefox 3 or higher and Microsoft Internet Explorer 7 or higher) running on the Microsoft Operating System Windows XP or higher and MAC Operating Sytem 3. Utilize enterprise email to provide for customizable email notification of pending tasks based on roles. 4. Provide unlimited end user scalability for the total number of users (active/retired) stored in the system. <i>(Note: MTC currently at 200 end users.)</i>
Single Sign-on	<ol style="list-style-type: none"> 1. Internet SSO, preferably SAML (Security Assertion Markup Language) enabled.
Security	<ol style="list-style-type: none"> 1. Provide round the clock (24/7) protection of data and systems including firewall, SSL encryption, Safe Harbor certification or equivalent certification of privacy protection; external threat testing; password protection, automatic logoff after predetermined period of inactivity; corporate firewall compatible;and other security technologies. 2. Provide redundant internet connectivity; offsite backup; meet or exceed Tier-3 data center standards; 3. Maintain audit log of all logins, page views, changes to data, security violations
Dashboards	<ol style="list-style-type: none"> 1. Access information, assess data and evaluate progress across the organization based on role (i.e., employee, supervisor, manager, HR or Executive Office).
Configurable Workflow	<ol style="list-style-type: none"> 1. Create and manage configurable performance workflows enabling users to easily view and monitor progress.

FEATURE	REQUIRED FUNCTIONALITY
<i>Performance Planning/ Workplan Development</i>	<ol style="list-style-type: none"> 1. Add, modify and share SMART goals across the organization from a pre-defined goal library or create its own as needed. Copy goals to another employee. Create goals based on prior year's goals. 2. Align individual goals with strategic organizational objectives. 3. Develop performance plans that include organizational objectives, project specific or job related tasks/deliverables. 4. Add additional goals or modify existing ones throughout the review period.
<i>Competency Library/ Management</i>	<ol style="list-style-type: none"> 1. Select or modify competencies from a pre-defined library or create its own as needed. 2. Pre-define competencies based on job families (i.e. Professional, Technical or Support) or classifications (i.e. Planner, Project Coordinator, IT Specialist, Admin. Assistant) or leadership position (i.e. Supervisor vs Non-supervisor). 3. Copy or cascade competencies to selected individuals and drill up/down the organizational hierarchy.
<i>Performance Appraisal</i>	<ol style="list-style-type: none"> 1. Select from a list of pre-configured appraisal forms (probationary, annual, corrective) with ability to design other forms as needed. 2. Capture performance journal notes throughout the performance review cycle. 3. Transfer review responsibility for employee to another supervisor. 4. Request feedback from individuals other than the supervisor, either internally or externally, 5. Save and access previously completed performance evaluations. 6. Allow for multi-rater feedback.
<i>Configurable Rating Scales</i>	<ol style="list-style-type: none"> 1. Create and manage configurable rating scales. 2. Define different scales for competency and goal sections within an evaluation.
<i>Writing Assistant</i>	<ol style="list-style-type: none"> 1. Provide assistance with text suggestions based on performance rating (i.e. Meets vs. Exceeds). 2. Perform language scanner and legal scans
<i>Learning Management</i>	<ol style="list-style-type: none"> 1. Track learning and development requirements and activities. 2. Integrate the registration process for agency-sponsored events within the module and send notices and reminders.

Appendix A-2
METROPOLITAN TRANSPORTATION COMMISSION
PERFORMANCE EVALUATION (Revised)

EMPLOYEE DATA		
<i>To be completed by Human Resources</i>		
EMPLOYEE NAME		
ANNIVERSARY DATE		
EVALUATION PERIOD		
SECTION		
JOB TITLE/CLASSIFICATION		
GRADE/STEP		
STATUS <i>(Double click on check box to select)</i>	<input type="checkbox"/> Probation <input type="checkbox"/> Regular <input type="checkbox"/> Limited Duration/Project Based	
TYPE OF EVALUATION <i>(Double click on check box to select)</i>	<input type="checkbox"/> Probation <input type="checkbox"/> Extended Probation <input type="checkbox"/> Corrective Probation <input type="checkbox"/> Annual <input type="checkbox"/> Other	
SUPERVISOR RECOMMENDATION: <i>Check one, as applicable</i>		
<input type="checkbox"/> Overall Rating _____ <input type="checkbox"/> Extension of Probation* <input type="checkbox"/> Placement on Corrective Probation* <i>(* A Performance Improvement Work Plan must be completed.)</i>		
Next Evaluation Due: _____		
Reviewer	Signature	Date Signed
EMPLOYEE SELF ASSESSMENT FORM <i>(Complete, sign below and forward hard and electronic copies to supervisor)</i>		
Employee		
DRAFT PERFORMANCE EVALUATION <i>(Complete and forward to HR for review)</i>		
Supervisor		
Section Director		
PE REVIEW/APPROVAL <i>(Return to supervisor following PE approval)</i>		
Human Resources		
Executive Office		
PE REVIEW/DISCUSSION WITH EMPLOYEE <i>(Forward to HR following review and signatures)</i>		
Supervisor		
Employee		
Section Director		
Copy to Employee		
Copy to Supervisor		
Copy to Section Director		
Salary Adjustment Processed		

Part I: Current Work Plan (*for the evaluation period*)

Note: Copy the current work plan from the previous performance evaluation. At a minimum the overall work assignment categories should be listed here.

EMPLOYEE and SUPERVISOR:

This is the employee's work plan, as outlined in "Part V: Future Expectations" from the PRIOR PE, or as otherwise assigned by the supervisor. These are the assignments on which EMPLOYEE (in Part II) and SUPERVISOR (in Part III) should provide feedback. Any changes to these assignments since the prior evaluation should be noted.

Assignment	Performance Expectations

Part II: Employee Self Assessment (*limit comments to no more than 1 page*)

Based on the current Work Plan, list your most important accomplishments since your last performance review. Note any changes to your duties and responsibilities since your last review. What tasks do you feel you performed particularly well and why?

Indicate which task(s), if any, were not accomplished or could have been performed more effectively. Describe the reasons that prevented you from being more effective in these areas.

Are there any areas of your job in which you are unclear about what is expected of you?

Is there another Supervisor or person responsible for overseeing a project you worked on that your Supervisor should contact for feedback about your work performance?

What are your future goals for the next year? Are there assignments you are interested in performing that you can balance with your existing work plans and expectations? If so, what interests you about these projects? How will you prepare yourself for this work? How would you balance these assignments with your current responsibilities?

What additional resources (i.e. better supervision, training or professional development courses) do you need, if any, to help you excel at your job?

Additional Comments:

Part III: Supervisor Assessment

A. Current Work Plan *(limit comments to 1 page)*

Rate and summarize the employee's achievement of the Workplan for the current PE evaluation period.
Ratings: Exceptional, Exceeds Expectations, Meets Expectations, Needs Improvement or Unacceptable.

Note: For any "Needs Improvement" or "Unacceptable" rating, Supervisor must prepare a Performance Improvement Workplan (Section IV) detailing how the employee can achieve a Meets Expectation (or higher) rating.

Assignment	Rating	Comments

B. PERFORMANCE FACTORS *(This section is REQUIRED for all employees.)*

Job Knowledge

Knows the mission of the agency and how to get things done in MTC. Understands scope of job and its interrelationship with other jobs. Contributes technical expertise and possesses skills to accomplish job. Is familiar with and follows agency and project procedures and objectives. Shares knowledge with others. Stays informed of industry standards, best practices, new technology and policy issues.

Rating	Performance Level	Review Criteria
	Unacceptable	Lacks knowledge to perform required job duties
	Needs Improvement	Job knowledge is deficient in some areas, requiring monitoring & close review of work
	Meets Expectations	Job knowledge is sufficient to complete work assignments
	Exceeds Expectations	Job knowledge exceeds requirements, allowing for the assignment of more complex duties
	Exceptional	Demonstrates exemplary knowledge of direct responsibilities; takes initiative to understand institutional history on issues and to stay informed of Agency activities in order to contribute toward issue resolution; articulates agency objectives with confidence

Quality of Work

Work products attain purpose, meeting technical and customer/client requirements. Efficiently uses resources to accomplish work plan. Work is accurate, precise, thorough, neat, ethical, and reliable. Presentation is professional.

Rating	Performance Level	Review Criteria
	Unacceptable	Quality of work is frequently unacceptable, requiring considerable corrections
	Needs Improvement	Quality of work is occasionally unacceptable & requires considerable review
	Meets Expectations	Quality of work is acceptable, requiring minimal review and oversight
	Exceeds Expectations	Quality of work is comprehensive and detailed; final work product is consistent with original work objectives
	Exceptional	Quality of work demonstrates exemplary ability to provide relevant input to Agency decisions; highly professional in content, detail and presentation

Teamwork

Actively contributes to team problem solving and goal attainment. Works flexibly with others. Maintains constructive relationships with others. Maintains harmonious relationships and demonstrates sensitivity to views and feelings of others. Inspires cooperation with colleagues both inside and outside of the Agency.

Rating	Performance Level	Review Criteria
	Unacceptable	Does not work cooperatively with others
	Needs Improvement	Has difficulty working cooperatively with others
	Meets Expectations	Works cooperatively with others
	Exceeds Expectations	Demonstrates a commitment to cooperation and teamwork
	Exceptional	Motivates individuals to achieve greater efforts as a team while inspiring respect among peers

Organization

Establishes both short and long term plans for work plan objectives. Able to prioritize, juggle important versus urgent. Develops and uses schedules and plans. Coordinates work and project plans with others. Owns responsibilities, achieves work plan objectives and meets deadlines.

Rating	Performance Level	Review Criteria
	Unacceptable	Does not meet work plan objectives and agreed upon deadlines, produce an acceptable level of work, and/or organize work effectively
	Needs Improvement	Occasionally does not achieve work plan objectives and agreed upon deadlines, produce an acceptable level of work, and/or organize work effectively
	Meets Expectations	Meets work plan objectives and agreed upon deadlines, produces an acceptable level of work, and organizes work effectively
	Exceeds Expectations	Achieves work plan objectives; completes assignments prior to deadlines; highly productive and organized
	Exceptional	Demonstrates exemplary ability to organize work, adjust plans and schedules as needed, prioritize assignments, coordinate resources

Decision Making and Initiative

Uses appropriate judgment and discretion. Gathers and interprets relevant information prior to making decisions. Makes timely and sound recommendations. Involves and notifies affected parties prior to implementing decisions. Self-starter, proactively solves problems and formulates realistic and successful solutions. Experiments carefully and takes well-calculated risks to try something new.

Rating	Performance Level	Review Criteria
	Unacceptable	Exercises poor judgment by making inappropriate decisions; does not establish priorities appropriately; is not a self-starter or proactive in problem solving
	Needs Improvement	Occasionally makes poor decisions; has difficulty establishing priorities; has difficulty problem solving; is not a self-starter
	Meets Expectations	Makes good decisions; establishes priorities appropriately; proactive in problem solving
	Exceeds Expectations	Exercises a high degree of judgment and discretion in making appropriate decisions; self starter; takes appropriate risks
	Exceptional	Exercises sound judgment; decisions are able to withstand critical examination; utilizes initiative and discretion effectively; is aware of decision ramifications and consequences

Flexibility

Adapts to new situations and priorities, responsibilities and changes in work environment. Modifies plans or course of action to accomplish revised work plan objectives and deadlines. Able to perform under stress, new situations and tight deadlines.

Rating	Performance Level	Review Criteria
	Unacceptable	Unable to adjust to new circumstances or to specific changes
	Needs Improvement	Has difficulty adjusting to new circumstances or to specific changes
	Meets Expectations	Adjusts to new circumstances or specific changes
	Exceeds Expectations	Willingly supports change & easily adjusts to new circumstances
	Exceptional	Anticipates need to develop alternative approaches to achieving objectives; creates an environment of responsible negotiation

Written and Oral Communication

Communication is informative and to the point, clearly organized, grammatically correct, and has appropriate tone. Spelling and punctuation are correct. Is articulate. Listens and asks questions. Contributes to discussions and meetings.

Rating	Performance Level	Review Criteria
	Unacceptable	Unable to present ideas in a clear & concise manner; poor word choice & grammar
	Needs Improvement	Has difficulty presenting ideas; some errors in word choice & grammar
	Meets Expectations	Presents ideas clearly; minimal errors in word choice & grammar
	Exceeds Expectations	Presents ideas using appropriate tone & style for type of communication; grammatically correct
	Exceptional	Demonstrates exemplary ability; understands audience well to independently express point of view in a succinct and persuasive manner; able to respond to questions and rebuttals with clear explanation and succinct defense point of view.

For Supervisors only:

Supervision

Develops the capabilities of employees through job assignments, coaching, mentoring and training. Applies appropriate supervisory style to individuals and situations. Creates a collaborative work environment. Responds effectively to difficulties and poor performance.

Rating	Performance Level	Review Criteria
	Unacceptable	Does not provide appropriate lead direction or supervision; lacks basic supervisory knowledge and skills
	Needs Improvement	Has difficulty in determining and providing direction and supervision; difficulty delegating tasks; lacks ability to coach and mentor
	Meets Expectations	Appropriately leads or supervises staff, delegates assignments and follows up as appropriate;
	Exceeds Expectations	Effectively leads or supervises staff; motivates and facilitates professional development of staff; motivates subordinates to greater efforts and improved work methods;
	Exceptional	Recognizes and develops abilities of subordinates; establishes and applies goals for the work unit; handles personnel matters expeditiously; demonstrates ability to give constructive and timely feedback,

Work Plan Development and Feedback

Communicates Agency goals, develops individual work plans and expectations for staff. Able to plan, assign and follow-up on the work assigned to staff. Prepares timely, well-documented performance evaluations (PEs). Takes proactive measures and appropriate steps to address performance issues.

Rating	Performance Level	Review Criteria
	Unacceptable	Does not provide appropriate work plan development, feedback and direction to staff; PEs are not completed; inability to address performance issues.
	Needs Improvement	Has difficulty in delegating tasks, developing and monitoring work plans and setting expectations for staff; completes poorly documented PEs; has inability to address performance issues.
	Meets Expectations	Appropriately delegates assignments, setting work plans and expectations; provides appropriate follow-up; prepares timely, well-documented PEs;
	Exceeds Expectations	Establishes well-defined work plans and expectations; adjusts work plans based on shifting Agency priorities; prepares timely, well-documented PEs; provides constructive and timely feedback
	Exceptional	Recognizes and develops abilities of subordinates; establishes and applies goals for the work unit; handles personnel matters expeditiously; demonstrates ability to give constructive and timely feedback, prepares timely and well-documented PEs

C. SUPERVISOR'S OVERALL PERFORMANCE SUMMARY *(no more than 1 page)*

Overall Rating <i>Check One (X):</i>				
EXCEPTIONAL	EXCEEDS EXPECTATIONS	MEETS EXPECTATIONS	NEEDS IMPROVEMENT	UNACCEPTABLE
Supervisor's Overall Comments: <i>Summarize the employee's job performance that justifies the overall rating. Provide additional information not otherwise included in Part III Supervisor Assessment.</i>				
NOTE: A PERFORMANCE IMPROVEMENT WORK PLAN (SECTION IV) MUST BE COMPLETED FOR AN OVERALL RATING OF "NEEDS IMPROVEMENT" OR "UNACCEPTABLE".				

D. EMPLOYEE'S OVERALL COMMENTS

Employee's signature on the PE Coversheet certifies the performance review has been discussed with the employee, but does not necessarily mean the employee agrees with its content.
Check if applicable: <i>(Double click on check box to select)</i> <input type="checkbox"/> I wish to discuss this review with the Human Resources.

Part IV: Future Work Plan and Recommended Training

NEW WORK PLAN

KEY ASSIGNMENTS & EXPECTATIONS

Summarize the employee's key assignments and expectations for the NEXT PE Evaluation period. Comments should be limited to one (1) page and include no more than 5 key assignments.

Assignment	Expectations

RECOMMENDED TRAINING and PROFESSIONAL DEVELOPMENT

Identify specific training and professional development opportunities for the next review period.

Training Objective	Training Course/Conference

Part V: Performance Improvement Work Plan

If not applicable, delete this section from the Performance Evaluation documents.

Performance Improvement Work Plan Required for any Workplan assignment and/or performance factor where a " <u>Needs Improvement</u> " or " <u>Unacceptable</u> " rating is given. For each factor, identify the performance expectations, key assignments and tasks that the employee must accomplish to achieve a minimum Meets Expectations rating. Include specific plans and timeframes for achieving the identified objectives and the date of the next review.	
Work Plan Assignment or Performance Factor:	Performance Expectations:
	Key Assignments:
	Expected Completion Date:
Work Plan Assignment or Performance Factor:	Performance Expectations:
	Key Assignments:
	Expected Completion Date:
Work Plan Assignment or Performance Factor:	Performance Expectations:
	Key Assignments:
	Expected Completion Date:
Work Plan Assignment or Performance Factor:	Performance Expectations:
	Key Assignments:
	Expected Completion Date:
Work Plan Assignment or Performance Factor:	Performance Expectations:
	Key Assignments:
	Expected Completion Date:

APPENDIX B PRICE PROPOSAL

Complete a Price Proposal that assumes licensing fees for a one-year period, with the option to renew for three (3) additional one year periods. The price must include all services required to successfully implement and manage the solution including installation, implementation, training, technical support and customer services for 200 end users. The pricing structure should be straightforward and contain no hidden costs.

	Year One	Year Two	Year Three	Year Four	Total Cost
One-time costs*:					
Initial License Fee					
Set-up/Installation					
Implementation					
Training					
Recurring costs*:					
Total Monthly/End User Subscription \$ _____ x 200 x 12					
Annual License Renewal Fee					
Technical support					
Other Costs* (specify any one-time or recurring costs not listed above):					
Annual Price*	\$	\$	\$	\$	\$
Total Price (include all annual costs listed above)*					

*Prices are firm fixed sums including all applicable surcharges such as taxes, insurance, and fringe benefits, as well as indirect costs, overhead and profit allowance.

II. OPTIONAL ITEMS

If there is an additional cost, provide firm fixed price for Optional Items listed below in Accordance with *Appendix A, Section III*. MTC reserves the right to purchase any, all, or none of the optional items listed below.

	Year One	Year Two	Year Three	Year Four	Total Cost
Compensation Management					
Succession Planning					

*Prices are firm fixed sums including all applicable surcharges such as taxes, insurance, and fringe benefits, as well as indirect costs, overhead and profit allowance.

Signature of Authorizing Official	
Name & Title of Authorizing Official	
Firm Name	
Address	
City, State, Zip Code	
Phone Number/Fax No.	
Email address	

APPENDIX B-1 SOFTWARE INFORMATION

Contractor must provide a written response to each question. If necessary, attach additional information to clarify the response or to provide an example. Attachment should reference the question number (i.e. 1.1)

1. CUSTOMER SERVICE/IMPLEMENTATION

1.1	Describe software support model (on-line self-service or chat, live operator, etc.) including support tiers (if any), technical support hours available, location of support team, response time, and escalation procedures.
1.2	Describe your procedure/policy for communicating system maintenance and system issues to users.
1.3	Describe implementation time/schedule for proposed software.
1.4	Describe implementation activities that might incur additional charges.
1.5	Describe the process for transitioning from implementation to general technical support.

2. FUNCTIONALITY

2.1	Describe how the proposed system utilizes enterprise e-mail to alert, notify and remind users of outstanding tasks. MTC uses Novell GroupWise 7.x. Please advise if this presents any issues with respect to the proposed solution.
2.3	Describe how system supports differing templates, workflows and business rules for different employee groups.
2.4	Describe how the system administrators can create user-defined fields for storing data and for reporting.
2.5	Describe how the system provides capability to create organizational charts with support for drilling up or down the hierarchy to view individuals at multiple levels.
2.6	Describe the system's repository for retaining and accessing documents for employees who have separated from the agency.
2.7	Describe how the system supports updating/transferring an employee to a new position or supervisor.
2.8	Describe your content editing tools and ability to connect with 3 rd party content editing software (ie. MS-Word).
2.9	Provide a detailed description of the standard reporting features and reporting tools used. Describe how reports are exported to different formats (pdf, xls, word, csv, xml, etc.).
2.10	Describe the systems search features. Include any advance search features such as the ability to search by content, by date, by status, and by name.

3. TECHNICAL SPECIFICATIONS

3.1	Describe if there are any other special hardware/software requirements, including operating system, databases and browsers necessary for this hosted solution.
3.2	Describe any third-party software that is required on user PCs (e.g., browser version, Java version, .NET version, etc.).
3.3	Describe how data is imported/exported from your system. Does your system have the capability to do data conversions and to extract, transform and load data?
3.4	Describe the process for requesting a full data dump or export from your system and what file format will the end result be.
3.5	Describe any limitations to the size of the database that your system can support. Are there limits to the number of records that can be maintained in your system or to the time for which they are retained?
3.6	Describe how you system delivers consistent, high-speed system performance on a worldwide basis? If so, please provide detailed historical statistics to back up any performance claims?
3.7	Please provide detailed historical availability data on the entire service, not just individual servers
3.8	Describe how proposed system can be easily customized or extended in order to adapt to future requirements unique to MTC. Discuss extension of user interfaces, data and business processes that require minimal or no coding.
3.9	Describe the different methods supported to access the software (http call, web services, API's) or the use of different client interfaces. Are there documents available on how to use each of the access methods?
3.10	Explain how proposed system can easily support integration with Ceridian Software and its internal data.
3.11	Provide electronic copies of any licensing, service level, support, privacy, or other agreements that you will require MTC to sign.

4. SECURITY

4.1	Describe the system's security protocols, how administrative and role-based levels are defined and who can access/modify/view employee profiles and data.
4.2	Do you delegate identity management or user management to the end user?
4.3	Describe how you ensure security of customer data stored on your database.
4.4	Describe how you ensure security of data transmission.
4.5	Describe how security exceptions are handled/reported.
4.6	Describe the audit trail features of the proposed software and what activities are recorded in your software's audit log.
4.7	Describe MTC's ability to access or download access logs and other log files.

4.8	Describe data center power backup.
4.9	Describe Internet connection redundancy.
4.10	Describe backup strategy and how often data are backed up.
4.11	Describe data restoration process.
4.12	Describe failover strategy.
4.13	Describe how the software uses a multi-tenant model/architecture and how MTC's data will be protected from exposure to anyone outside of the authorized domain.
4.14	Specify what location(s) MTC's data will be stored and where will the application runs.
4.15	Specify who will have access to MTC data and how it will be protected from insider breaches.
4.16	Describe the proposed software's authorization and authentication model. Does it offer authentication integration with customers' LDAP/AD servers for the management of users?

5. TRAINING SERVICES

5.1	Describe the proposed training plan for Administrators, IT, end users.
5.2	Describe the various training delivery methods (i.e. onsite, on-line, video, paper, etc.) offered to assist administrators and end users to become proficient in the software.
5.3	Describe the MTC staff resources and technical knowledge needed for implementation and on-going support.

6. PERFORMANCE PLANNING – WORKPLAN DEVELOPMENT

6.1	Describe the unique characteristics of your Workplan development and management system. <i>(Note: Individual workplans may include specific projects, assignments and deliverables.)</i>
6.2	Describe how your system supports alignment of employee's Workplan with agency strategic goals.
6.3	Describe configuration options for workplans (i.e. timing, weighting, etc).
6.4	Describe how employees and supervisors update progress on meeting the employee's workplans.
6.5	Describe how your system supports SMART (Specific, Measurable, Actionable, Realistic, Timely) goals.
6.6	Describe how the system informs management on the progress towards achieving the Workplan.

6.7	Describe the process for creating a Workplan based on the prior year's workplan.
6.8	Describe the process for assigning specific tasks or milestones to track the Workplan status.
6.9	Provide copies of the standard reports available in this module.

7. COMPETENCY LIBRARY/MANAGEMENT

7.1	Describe the unique characteristics of the competency management module.
7.2	Describe the competency library included with the proposed software.
7.3	Describe how the proposed system integrates competencies into performance management process.
7.4	Describe how the system supports establishing organizational core competencies as well as models that are job-related either by position or by classification.
7.5	Describe how the system supports customized competencies or ability to edit competencies
7.6	Provide copies of the standard reports available in this module.

8. PERFORMANCE APPRAISAL/RATING SCALES

8.1	Describe the unique characteristics of your performance appraisal system.
8.2	Describe how proposed system makes previous appraisals available to end users.
8.3	Describe how proposed system supports objectives-based (Workplan) appraisals.
8.4	Describe how employees and supervisors create, maintain and access journal notes.
8.5	Describe the writing assistant feature and functionality.
8.6	Describe the proposed system's flexibility to design and assign a variety of performance review cycles (i.e. monthly, quarterly, bi-annual, annual or as needed).
8.7	Describe the proposed system's flexibility to create and assign different types of rating systems, for example: numerical (1-5), qualitative (meets vs. exceeds), completed vs. not completed or pass/fail.
8.8	Provide copies of the standard reports available in this module.

9. MULTI-RATER

9.1	Describe the unique characteristics of your multi-rater feedback system. Specify if it allows supervisors to select which objectives, competencies, and behavior the evaluators are authorized to rate.
9.3	Describe how the multi-rater system supports named and/or anonymous reviewers.
9.4	Specify which staff can determine or choose the rater (i.e. Supervisor, Employee, or both).
9.5	Provide copies of the standard reports available in this module.

10. LEARNING MANAGEMENT

10.1	Describe the unique characteristics of the career development planning function.
10.2	Describe the training and development resources included with proposed system.
10.3	Describe how an employee tracks developmental activities and informs supervisor or human resources.
10.4	Describe how the proposed system supports individual development plans for areas identified in the performance evaluation as “needs improvement”.
10.5	Describe how the proposed system recommends learning activities to bridge specific competency gaps.
10.6	Describe how the proposed system supports course/seminar registrations and sends reminder notices to end users.
10.7	Provide copies of the standard reports available in this module.

11. COMPENSATION PLANNING (Optional)

11.1	Describe the unique characteristics of the compensation planning function.
11.2	Describe how the proposed system supports performance based salary/merit increases and anniversary date salary adjustments.
11.3	Describe compensation information the system retains.
11.4	Describe how the system will be configured to match MTC’s salary table.
11.5	Provide copies of the standard reports available in this module.

12. SUCCESSION PLANNING (Optional)

12.1	Describe the unique characteristics of your succession planning function.
12.2	Describe how proposed system collects assessments of employee potential and readiness.
12.3	Describe the proposed system's method for conducting gap analysis between an employee's competencies and the skills required to advance.
12.4	Provide copies of the standard reports available in this module.

**APPENDIX B-2,
CONTRACTOR'S REFERENCE FORM**

Contractor _____
Representative Name & Title _____
Phone Number & Email _____

References must not be relatives of the Contractor's representative or owners. Provide a minimum of three (3) public sector/government agency references where the software solution has been implemented. References should include contact information and the name of the project or projects done by the Contractor for that client.

1. Client's Name

Contact Person

Address

City & Zip Code

Phone Number

Email

2. Client's Name

Contact Person

Address

City & Zip Code

Phone Number

Email

3. Client's Name

Contact Person

Address

City & Zip Code

Phone Number

Email

APPENDIX C, CALIFORNIA LEVINE ACT STATEMENT

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

MTC's commissioners include:

Tom Azumbrado
Tom Bates
Dave Cortese
Dean J. Chu
Chris Daly
Bill Dodd

Dorene M. Giacomini
Federal D. Glover
Scott Haggerty
Anne W. Halsted
Steve Kinsey
Sue Lempert
Jake Mackenzie

Jon Rubin
Bijan Sartipi
James P. Spering
Adrienne J. Tissier
Amy Rein Worth
Ken Yeager

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any MTC commissioner in the 12 months preceding the date of the issuance of this request for qualifications?

___ YES ___ NO

If yes, please identify the commissioner: _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any MTC commissioners in the three months following the award of the contract?

___ YES ___ NO

If yes, please identify the commissioner: _____

Answering yes to either of the two questions above does not preclude MTC from awarding a contract to your firm. It does, however, preclude the identified commissioner(s) from participating in the contract award process for this contract.

DATE

(SIGNATURE OF AUTHORIZED OFFICIAL)

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

(TYPE OR WRITE NAME OF COMPANY)

**APPENDIX D,
SYNOPSIS OF PROVISIONS IN MTC'S
STANDARD CONSULTANT AGREEMENT**

The selected Consultant will be required to sign Agency's standard consultant agreement, a copy of which standard agreement may be obtained from the Project Manager for this RFP. In order to provide bidders with an understanding of some of Agency's standard contract provisions, the following is a synopsis of the major requirements in our standard agreement for professional services. THE ACTUAL LANGUAGE OF THE STANDARD CONSULTANT AGREEMENT SUPERSEDES THIS SYNOPSIS.

Termination: MTC may, at any time, terminate the Agreement upon written notice to Consultant. Upon termination, MTC will reimburse the Consultant for its costs for incomplete deliverables up to the date of termination. Upon payment, MTC will be under no further obligation to the Consultant. If the Consultant fails to perform as specified in the agreement, MTC may terminate the agreement for default by written notice following a period of cure, and the Consultant is then entitled only to compensation for costs incurred for work products acceptable to MTC, less the costs to MTC of rebidding.

Insurance Requirement: See *Appendix D-1, Insurance Requirements*, attached hereto.

Independent Contractor: Consultant is an independent contractor and has no authority to contract or enter into any other agreement in the name of MTC. Consultant shall be fully responsible for all matters relating to payment of its employees including compliance with taxes.

Indemnification: Consultant agrees to defend, indemnify and hold MTC harmless from all claims, damages, liability, and expenses resulting from any negligent or otherwise wrongful act or omission of Consultant in connection with the agreement. Consultant agrees to defend any and all claims, lawsuits or other legal proceedings brought against MTC arising out of such negligent or wrongful acts or omissions. The Consultant shall pay the full cost of the defense and any resulting judgments.

Data Furnished by MTC: All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials ("MTC Data") made available to the Consultant by MTC for use by the Consultant in the performance of its services under this Agreement shall remain the property of MTC and shall be returned to MTC at the completion or termination of this Agreement. No license to such MTC Data, outside of the Scope of Work of the Project, is conferred or implied by the Consultant's use or possession of such MTC Data. Any updates, revisions, additions or enhancements to such MTC Data made by the Consultant in the context of the Project shall be the property of MTC.

Ownership of Work Product: All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials ("Work Product") written or produced by the Consultant under this Agreement and provided to MTC as a deliverable shall be the property of MTC. Consultant will be required to assign all rights in copyright to such Work Product to MTC.

Personnel and Level of Effort: Personnel assigned to this Project and the estimated number of hours to be supplied by each will be specified in an attachment to the Agreement. No substitution of personnel or substantial decrease of hours will be allowed without prior written approval of MTC.

Subcontracts: No subcontracting of any or all of the services to be provided by Consultant shall be allowed without prior written approval of MTC. MTC is under no obligation to any subcontractors.

Consultant's Records: Consultant shall keep complete and accurate books, records, accounts and any and all work products, materials, and other data relevant to its performance under this Agreement. All such records shall be available to MTC for inspection and auditing purposes. The records shall be retained by Consultant for a period of not less than four (4) years following the fiscal year of the last expenditure under this Agreement.

Prohibited Interest: No member, officer or employee of MTC can have any interest in this agreement or its proceeds and Consultant may not have any interest which conflicts with its performance under this Agreement.

Governing Law. The Agreement shall be governed by the laws of the State of California.

APPENDIX D-1 INSURANCE REQUIREMENTS

Minimum Insurance Coverages. Consultant shall, at its own expense, obtain and maintain in effect at all times the following types of insurance against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this Agreement, placed with insurers with a Best's rating of A-X or better.

Yes (✓)	Please certify by checking the box below that required coverage's will be provided within five (5) days of MTC's notice to firm that it is the successful proposer.
—	<u>Workers' Compensation Insurance</u> in the amount required by the applicable laws, and Employer's Liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per occurrence, and any and all other coverage of CONSULTANT's employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation endorsement in favor of MTC. Such Workers Compensation & Employers Liability may be waived, if and only for as long as CONSULTANT is a sole proprietor with no employees.
—	<u>Commercial General Liability Insurance</u> for Bodily Injury and Property Damage liability, covering the operations of CONSULTANT and CONSULTANT's officers, agents, and employees and with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence with a general aggregate liability of not less than \$2,000,000, and Personal & Advertising Injury liability with a limit of not less than \$1,000,000. Expense for Indemnatee's defense costs shall be outside of policy limits and such policy shall be issued on a Duty to Defend Primary Occurrence Form. MTC, and its commissioners, officers, representatives, agents and employees are to be named as additional insureds. Such insurance as afforded by this endorsement shall be primary as respects any claims, losses or liability arising directly or indirectly from CONSULTANT's operations.
—	<u>Business Automobile Insurance</u> for all automobiles owned, used or maintained by CONSULTANT and CONSULTANT's officers, agents and employees, including but not limited to owned, leased, non-owned and hired automobiles, with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence.
—	<u>Umbrella Insurance</u> in the amount of \$5,000,000 providing excess limits over Employer's Liability, Automobile Liability, and Commercial General Liability Insurance.
—	<u>Property Insurance</u> covering CONSULTANT'S own business personal property and equipment to be used in performance of this Agreement, materials or property to be purchased and/or installed on behalf of MTC (if any), debris removal, and builders risk for property in the course of construction (if applicable). Coverage shall be written on a "Special Form" ("All Risk") that includes theft, but excludes

	<p>earthquake, with limits at least equal to the replacement cost of the property. Such policy shall contain a Waiver of Subrogation in favor of MTC. If such insurance coverage has a deductible, the CONSULTANT shall also be liable for the deductible.</p>
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By signing below you acknowledge and agree to provide the required certificate of insurance providing verification of the minimum insurance requirements listed above within five (5) days of MTC's notice to firm that it is the successful proposer.

Representative Name and Title	
Name of Authorizing Official	
Authorized Signature	
Date	

NOTE: If you were unable to check "Yes" for any of the required minimum insurance coverages listed above, a request for exception to the appropriate insurance requirement(s) must be brought to MTC's attention no later than the date for protesting RFP provisions. If such objections are not brought to MTC's attention consistent with the protest provisions of this RFP, compliance with the insurance requirements will be assumed.